

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**UNITED SPECIALTY INSURANCE  
COMPANY,**

Plaintiff,

v.

**LUX MAINTENANCE & REN. CORP.,  
CORNELL UNIVERSITY,  
ROCKEFELLER UNIVERSITY, THE  
SOCIETY OF THE NEW YORK  
HOSPITAL, MEMORIAL HOSPITAL  
FOR CANCER AND ALLIED DISEASES,  
and MANHATTAN EYE EAR &  
THROAT HOSPITAL**

Defendants.

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: Civil Action – Complaint for Declaratory  
: Judgment  
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: No. 1:18-cv-03083-ER  
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: **ANSWER TO COUNTERCLAIMS**  
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Plaintiff United Specialty Insurance Company (“United”), by and through its undersigned counsel, hereby submits this Answer to the Counterclaims (ECF No. 29, the “Counterclaim”) filed by Defendants Cornell University (“Cornell”), Rockefeller University (“Rockefeller”), The Society of the New York Hospital (“Society”), Memorial Hospital for Cancer and Allied Diseases (“Memorial”), and Manhattan Eye Ear & Throat Hospital (“MEETH” and, together with Cornell, Rockefeller, Society and Memorial, the “Hospital Defendants”), and responds to the allegations set forth in the Counterclaim as follows:

**AS AND FOR A FIRST COUNTERCLAIM**

1. Paragraph 1 of the Counterclaim is a legal conclusion to which no response is required, except that United admits that it issued a policy of insurance naming Lux Maintenance & Ren. Cop. (“Lux”) as the named insured and that such policy was in force on the date of the

referenced incidents. To the extent a response is required to the legal conclusions set forth in Paragraph 1 of the Counterclaim, United denies the allegations set forth therein.

2. United denies the allegations set forth in Paragraph 2 of the Counterclaim. The Hospital Defendants are not parties to or mentioned in the written contract entered into by Lux and therefore it is denied that Lux agreed to procure additional insured status for the Hospital Defendants.
3. United denies the allegations set forth in Paragraph 3 of the Counterclaim and respectfully refers the Court to the policy referenced therein for a full and accurate statement of its contents.
4. Paragraph 4 of the Counterclaim is a legal conclusion to which no response is required. To the extent a response is required, United hereby denies the allegations set forth therein. Because the Hospital Defendants are not parties to or mentioned in the written contract entered into by Lux, they do not qualify as additional insureds under the referenced policy of insurance.
5. United denies the allegations set forth in Paragraph 5 of the Counterclaim.

**AS AND FOR A SECOND COUNTERCLAIM**

6. United denies the allegations contained in Paragraph 6 of the Counterclaim (erroneously labeled as Paragraph 1 of the Hospital Defendants' Second Counterclaim).

**WHEREFORE**, by reason of the foregoing, United requests that this Court dismiss the Counterclaims in their entirety and with prejudice, and requests such other and further relief as this Court may deem proper.

By: /S/ RICHARD W. TROTTER  
**RICHARD TROTTER**  
**TANNENBAUM HALPERN SYRACUSE & HIRSCHTRITT, LLP**  
**900 THIRD AVENUE**  
**NEW YORK, NY 10022**  
**212.508.7542**  
**[TROTTER@THSH.COM](mailto:TROTTER@THSH.COM)**  
**COUNSEL FOR PLAINTIFF-COUNTERCLAIM DEFENDANT**  
**UNITED SPECIALTY INSURANCE COMPANY**

DATED: JUNE 18, 2018